

CITY COUNCIL REPORT



Meeting Date: **May 08, 2012**
 General Plan Element: ***Public Services and Facilities***
 General Plan Goal: **Provide an integrated system of services, resources, and opportunities to help Scottsdale residents of all ages improve their lives, the lives of others, neighborhoods, and the total community.**

ACTION

Authorize an Intergovernmental Agreement with Maricopa County for Community Action Program funding for clients of Vista del Camino.

Consider adopting Resolution No. 8996, which authorizes Intergovernmental Agreement (IGA) No. 2012-019-COS to renew the formal authority to continue to operate the Community Action Program at Vista del Camino. Through the agreement, Maricopa County Human Services Department will designate Vista del Camino as the local Community Action Program (CAP) administrator so that Vista may continue to provide CAP funding to Scottsdale area residents. The Community Action Program provides a mechanism that allows funding from several government sources to reach Scottsdale residents, specifically to address the issues relating to poverty and the prevention of homelessness, with a focus on a return to self-sufficiency. Assistance for Scottsdale residents through these substantial funding sources is only available through the Community Action Program. Funding for the current Fiscal Year is currently \$482,200. Additional funding for Weatherization programs are accessed through this program and through city staff conduction of eligibility processes. In Fiscal Year 2010-2011, 49 Scottsdale residents participated in the Weatherization Program, and realized over \$406,702.76 in improvements to their homes, resulting in lower utility costs and long term increased affordability for their low income owners.

Related Resolution No.'s

City Council adopted Resolution No. 8267 on April 27, 2010, which established the formal relationship with Maricopa County Human Services Department for the operations of the Vista del Camino Community Action Program. On May 3rd, 2011, the City Council adopted Resolution No. 8634 authorizing the Intergovernmental Agreement for FY 2011-2012.

BACKGROUND

The City of Scottsdale and Maricopa County began working informally to provide Community Action Program funding at Vista del Camino in 1968, prior to the construction of the center in 1973. These services have continued to be provided since that time at this location. Over the years, there were

various attempts to formalize the agreement; but since all applications individual assistance are actually approved by County staff, the program continued in its informal operation until the requirements of HB 2008 added an additional layer of liability to the provision of public benefits. This IGA provided a formal operating agreement between the City and the County, ensuring the continuation of this invaluable service to our residents.

Community Action Agencies (CAA) and funding designations were created by the federal government in 1962 to combat poverty throughout the United States. In Arizona, ten community action agencies were designated to serve specific identified geographic areas. The ten CAA's within Arizona are either private non-profit or public organizations. The Maricopa County Human Services Department/Community Services Division (MCHSD) is one of the designated CAAs.

The Maricopa County Human Services Department serves as the local Community Action Agency and then contracts with local Community Action Programs (CAPs) to provide various types of assistance to prevent homelessness, such as case management, information and referral, and food programs. Each CAP office is unique within its own service area. All CAP locations provide direct financial assistance for those households that are eligible. Available benefits include:

- Utility payment
- Utility deposit
- Mortgage payment to prevent eviction or foreclosure
- Rent payment to prevent eviction
- First month's rent payment for those who are homeless
- Rental deposit payment for those who are homeless
- Home weatherization and repair or replacements of utility related appliances are also available to eligible households.

During Fiscal Year 2010-2011, Vista del Camino staff fielded 25,905 requests for information and referral. 237 households were assisted with rent/mortgage assistance, totaling \$136,616.83 and 807 households were assisted with utility payments totaling \$414,016.37. 21 households received assistance with payments for needed prescriptions, and other special needs totaling \$1,179.00. 4,141 contacts were made at the emergency clothing bank, and 3,252 food boxes were distributed to families in crisis. 5,927 visits were made to the career center and over 1500 attendees were recorded in career center workshops/.

Available funding specifically through the Community Action Program in this current Fiscal Year is detailed as follows:

- Low Income Home Energy Assistance Program (LIHEAP), \$391,502.00.
- Short Term Crises Services, Temporary Assistance to Need Families (STCS/TANF) for families with children in crises, totaling \$60,368.00 to date available.
- Utility Repair, Replacement and Deposit (URRD) program totaling \$5,723.00 this year.
- Weatherization programs, which result in repairs and or modifications to eligible Scottsdale homes/households to address high costs of heating and cooling for a longer term solution to high energy costs, as fore mentioned in this report.
- APS, SRP and SWG funded assistance programs totaling \$23,076.00 this year.

- Home Energy Assistance Program (HEAP) totaling \$7,153 this year.
- Emergency Shelter Grant Prevention (ESGP) totaling \$1531.00 this year.
- Pulliam Charitable Trust programs totaled \$6,650 this year, provided specifically to assist families in crisis during the holiday season.

This funding is fluid, based on allocations from the federal, state, local and private entities each year, and at times, may change mid-year based on economic conditions.

ANALYSIS & ASSESSMENT

Recent Staff Action

The Community Action Program function of Vista del Camino is currently staffed by four full-time Human Services Specialists (social workers) and one full-time Human Services Coordinator. They are supported by the full-time Human Services Manager, and 3 full-time Human Services Representatives, who handle the high volume of phone calls and in-person inquiries as well as provide appointment and volunteer coordination for this program. Additionally, one full-time Senior Account Technician, and one full-time Job Preparation Specialist provide ancillary services that support this program. An additional 70 regular volunteers provide ongoing support to the food bank, clothing bank and career center, which are all related functions of the Community Action Program at Vista del Camino. The programs receive additional staff and financial support through grants and private funding administered by Concerned Citizens for Community Health.

Policy Implications

None.

Significant Issues to be Addressed

This agreement renews the formal operating agreement initiated in 2010, which expires annually on June 30th, in concordance with the Maricopa County Contract with the State of Arizona.

Community Involvement.

The Human Services Commission reviews this service annually and encourages participation in the local non-profit Concerned Citizens for Community Health to support the Community Action Program in Scottsdale.

RESOURCE IMPACTS

Available Funding

Funds for Vista del Camino's operations, including staff, are included in Vista del in the FY 2012-2013 operating budget. There is no anticipated change in funding for FY 2012-2013 based on the execution of this agreement.

Staffing, Workload Impact

City of Scottsdale staffing will continue at the current level and no additional City staff is required for the administration of this IGA.

Future Budget Implications

No new future budget implications.

Cost Recovery Options

N/A

OPTIONS & STAFF RECOMMENDATION

Description of Option A: Adopt Resolution No. 8996 which authorizes entering into an Intergovernmental Agreement with Maricopa County Human Services Department, to serve as a Community Action Program and secure funding to Scottsdale residents and area homeless individuals in crises through the Vista del Camino Community Center.

Description of Option B: Do not adopt Resolution No. 8996 and forego an estimated \$482,200 plus annually in funding provided through Vista del Camino to our residents in crises.

Recommended Approach: Staff recommends Option A, that the City Council adopt Resolution No. 8996, authorizing and approving the Intergovernmental Agreement, which will provide the continuation of the current level of service at Vista del Camino's Community Center.

Proposed Next Steps: Following the approval and signature the IGA, it will be considered for approval by the Maricopa County Board of Supervisors. Following the approval of this agreement by both parties, the terms of this agreement provide for regular statistical reporting and monitoring. The term of this agreement is through June 30, 2013 and requires annual review and reimplementation.

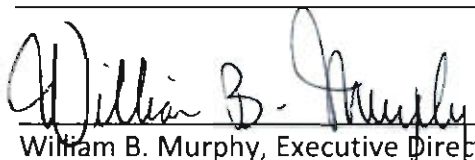
RESPONSIBLE DEPARTMENT(S)

Community Services/Human Services/Vista del Camino

STAFF CONTACTS (S)

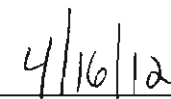
Kathy Breen, Human Services Manager, kbreen@scottsdaleaz.gov; (480)312.2793

APPROVED BY



William B. Murphy, Executive Director

(480) 312.7954, bmurphy@scottsdaleaz.gov



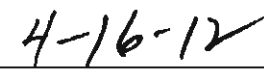
Date



David N. Smith, Treasurer

David N. Smith, Treasurer

(480) 312.2364, dasmith@scottsdaleaz.gov



Date

ATTACHMENTS

1. Resolution No. 8996
2. Intergovernmental Agreement – 2012-019-COS

RESOLUTION NO. 8996

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO OPERATE THE COMMUNITY ACTION PROGRAM AT VISTA DEL CAMINO

WHEREAS, Arizona Revised Statutes Sections 11-951, et. seq. provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action; and

WHEREAS, Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies, including political subdivisions; and

WHEREAS, the City has worked with the Maricopa County Human Services Department to operate the Community Action Program at Vista del Camino, providing a funding mechanism from several government sources to be used to address issues relating to poverty and the prevention of homelessness, focusing on returning participants to self-sufficiency; and

WHEREAS, the services available through the Community Action Program provide direct assistance to those in need, addressing issues relating to poverty and homelessness, resulting in benefits to both the participants and the community, and it is in the mutual best interests of the City and the County to enter into a written agreement setting forth the terms and conditions of how the Program is administered.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, as follows:

Section 1: The City Council hereby authorizes, approves and directs the Mayor to execute, on behalf of the City, Intergovernmental Agreement No. 2012-019-COS between the City and Maricopa County ("County"), pursuant to which the Community Action Program will be conducted and administered, providing direct assistance to those in need.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 8th day of May, 2012.

ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

Carolyn Jagger
City Clerk

W.J. "Jim" Lane
Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: Jennifer Pollock, Assistant City Attorney



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY**



**ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND**

CITY OF SCOTTSDALE

Maricopa County Contract No: C-22-12-065-3-00
Agreement Type: Non-Financial IGA

City of Scottsdale Contract No. 2012-019-COS

Agreement Start Date: July 1, 2012

Agreement Expiration Date: June 30, 2013

This Intergovernmental Agreement (hereinafter referred to as this "Agreement") is entered into by and between the City of Scottsdale (hereinafter referred to as the "City") and Maricopa County (hereinafter referred to as the "County"), administered by its Human Services Department. City and County are hereinafter collectively referred to as the "Parties" and individually as a "Party."

The City, for good and valuable consideration, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Amendments, or Change Orders as set forth herein and in:

Section I	General Provisions
Section II	Special Provisions
Section III	Work Statement
Exhibit A	Facility Location Chart

WHEREAS, the County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the County.

WHEREAS, the City is empowered by Arizona Revised Statutes § 11-952 to enter into this Agreement, and has by resolution, delegated the undersigned the authority to execute this Agreement on behalf of the City.

City Representative: Kathryn Breen, Human Services Manager or Designee
Address: 7700 E. Roosevelt
Scottsdale 85257
Phone: 480-312-2793
E-Mail: kbreen@scottsdaleaz.gov

Department Representative: Margarita Leyvas, Assistant Director
Community Services Division
Address: 234 North Central, Suite 3000
Phoenix, AZ 85004
Phone: 602-506-5911
E-Mail: mleyvas@mail.maricopa.gov

Notices, requests or demands given or made upon the Parties, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by regular first class mail, postage prepaid, to the other Party at their respective address as indicated above.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as a consent to any suit or waiver of any defense in a suit brought against the State of Arizona, the County, or the City in any State or Federal court.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

APPROVED BY
CITY OF SCOTTSDALE

APPROVED BY
MARICOPA COUNTY

W.J. "Jim" Lane
Mayor

Chairman of the Board of Supervisors

Date

Date

Attested to:

Attested to:

Carolyn Jagger
City Clerk

Maricopa County Clerk of the Board

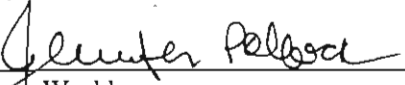
IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

This 17 day of April, 2012

This _____ day of _____, 2012

BY:

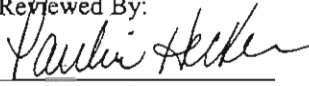
BY:



Bruce Washburn
City Attorney

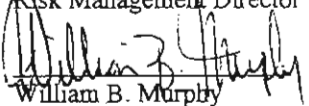
Deputy County Attorney

By: Jennifer Pollock
Assistant City Attorney
Reviewed By:



Pauline Hecker

Risk Management Director



William B. Murphy

Community Services Executive Director

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. **Agreement** means the resulting legal agreement between Maricopa County, administered by its Human Services Department, with another public or non-public agency. An agreement can be an Intergovernmental Agreement.
2. **Assistant Director** means the Assistant Director of the Department's Community Services Division ("Division").
3. **Board of Supervisors** means the Maricopa County Board of Supervisors.
4. **City** means the City of Scottsdale.
5. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
6. **Contract Specialist** means the liaison between the Department and the City who is responsible for monitoring this Agreement and giving technical assistance to the City.
7. **Department** means the Maricopa County Human Services Department.
8. **Director** means the Director of the Department.
9. **Intergovernmental Agreement (IGA)** means two or more public agencies that directly contract for services, or jointly exercise any power common to them, enter into an agreement with one another for joint or cooperative action or perform some or all of the services specified in their agreement.
10. **Juvenile** means any person under the age of eighteen (18).
11. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
12. **Performance Bond** means a bond executed to secure fulfillment of all of the City's obligations under this Agreement.
13. **Provider** means the City and any Subcontractor providing services required by this Agreement.
14. **Public Agency** means any governmental unit established by Charter, Statute, Congressional Act or Presidential Executive Order and as prescribed by Arizona Revised Statutes §11-951.
15. **Subcontract** means any agreement entered into by the City with a third party for performance of any of the work or provision of any of the services covered by this Agreement. A Subcontract must be approved in writing by the Contract Administrator.
16. **Subcontractor** means a person or entity funded through the City to provide services required by the Work Statement.

17. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
2. The City shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
3. The City is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
4. The City shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in City's organization or with which City (or any of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the City has made full written disclosure of the proposed payments to the Department and has received written approval therefore.
5. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. AMENDMENTS OR MODIFICATIONS

No part of this Agreement may be waived or altered except by a formal written amendment signed by both Parties. The City shall notify the Department of any changes that significantly affect programmatic provisions of this Agreement as set forth in the Work Statement.

All Amendments or Modifications to this Agreement shall be in writing and signed by authorized signers for both Parties.

E. ASSIGNMENT/SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Contract Administrator. The City shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the Department agrees in writing otherwise.

F. AVAILABILITY OF FUNDS

The provisions of this Agreement relating to the payment for services by the County for Financial and Crisis Case Management services initiated by the City (under Section III of this Agreement) shall become effective when grant funds assigned for this purpose, as provided herein, are actually available to the Department for disbursement. The Director shall be the sole authority in determining the availability of these funds and the Department shall keep the City fully informed as to the availability of such grant funds.

If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection

with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for **financial assistance approved** prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

G. DISPUTES

1. Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within 120 working days shall be submitted in accordance with the following dispute resolution process.
2. The City's notice of a dispute must be in writing and filed with the Assistant Director of the Community Services Division within ten (10) working days from the date the City knew or should have known the basis of the dispute. The notice shall state with specificity the nature of the dispute and identify each provision of this Agreement that the City believes is at issue. The Assistant Director shall respond in writing to the City within fourteen (14) working days. The decision of the Assistant Director shall be final and conclusive. The Assistant Director's decision is the final decision concerning the dispute, except where applicable State or Federal law or regulation specifies otherwise.
3. Pending a final decision of a dispute hereunder, the City shall proceed diligently with the performance of this Agreement.

H. DEFAULT

The Director may recommend to the Board of Supervisors that it immediately suspend, terminate or modify this Agreement by giving written notice to the City in the event the City fails to perform any obligation under this Agreement or otherwise breaches any provision of this Agreement; or upon the occurrence of any event that may jeopardize the ability of the City to perform any of its contractual obligations. The County reserves the right to have services provided by persons other than the City if the City is unable or fails to provide required services within the specified time frame.

I. TERMINATION

1. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.
2. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days prior written notice. Such notice shall be given by personal delivery or by Registered or Certified mail, return receipt requested.
3. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
4. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients is in danger or City noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on Page 1 of this Agreement.

J. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

K. STRICT COMPLIANCE

The Department's acceptance of the City's performance that is not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance with all future performance obligations. All changes in performance obligations under this Agreement shall be in writing.

L. NON-LIABILITY

The County, its officers and employees and its Grantor agencies shall not be liable for any act or omission by the City or a Subcontractor or any officer, representative, agent or employee of the City or a Subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or Contracts made by the City, a Subcontractor, or an officer, representative, agent and employee of the City or a Subcontractor.

M. TECHNICAL ASSISTANCE

The Department shall provide reasonable technical assistance to the City to assist in complying with State and Federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the City of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

N. STAFF AND VOLUNTEER TRAINING

The Department may make available to the City the opportunity to participate in any applicable training activities conducted by the Department.

O. POLITICAL ACTIVITY AND LOBBYING

1. None of the funds, materials, property or services contributed by the County or the City under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
2. No federal appropriated funds have been paid or will be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
3. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the City shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

P. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The City and its agents shall safeguard the confidentiality of this information, just as the City would safeguard its own confidential information. The City shall include a clause to this effect in all of its Subcontracts.

Q. RIGHTS IN DATA

The Parties may use any and all data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

R. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all other material that may be copyrighted as a result of this Agreement.

S. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

T. AGREEMENT COMPLIANCE MONITORING

The Department shall monitor the City's compliance with, and performance under, the terms and conditions of this Agreement. Announced or unannounced on-site visits for agreement compliance monitoring may be made by the Department and/or its grantor agencies at any time during the City's normal business hours. The City shall make all records and accounts relating to the work performed or the services provided under this Agreement, or for similar work and/or service provided under other grants and agreement, available for inspection and copying by the Department's monitors.

U. MINIMUM WAGE REQUIREMENTS

The City agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C § 206(a)(1)).

V. RECOGNITION OF DEPARTMENT SUPPORT

The City agrees to give recognition to the Department, the County and the funding source for its support when the City publishes material or releases public information.

W. INDEMNIFICATION AND INSURANCE**1. Indemnification**

The City shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the State of Arizona and Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor and any of its Subcontractors, or any of the directors, officers, agents, or employees of the City and any of its Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the City or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the City and any of its Subcontractors from and against any and all claims. It is agreed that the City and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

The amount and type of any insurance coverage requirements set forth herein shall not be construed as limiting the scope of the Parties' indemnity obligations contained in this paragraph.

2. **Insurance**

Both Parties are public entities; and are self insured. The City shall furnish the County with certificates of self insurance prior to starting work under this Agreement.

X. NON DISCRIMINATION

The City, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The City shall include a clause to this effect in all Subcontracts related to this Agreement.

Y. EQUAL EMPLOYMENT OPPORTUNITY

The City shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The City shall, to the extent such provisions apply, comply with (as amended) Title VI and VII of the Civil Rights Act; the Rehabilitation Act; the Age Discrimination in Employment Act; the Americans With Disabilities Act, and Arizona Executive Order 2009-09, which mandates that all persons shall have equal access to employment opportunities.

Z. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting documents, statistical records and other records of the City that are reasonably considered as pertinent to this Agreement.

2. The City agrees to retain all records relevant to this Agreement for six (6) years after the resolution of any audit questions, which could be more than six (6) years, whichever is longer, and the Department, Federal and State auditors, and any other persons duly authorized by the Department shall have full access to and the right to examine, copy and make use of any and all such records.

AA. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the County upon termination of this Agreement, or otherwise be disposed of in accordance with instructions issued by the Contract Administrator.

BB. IMMIGRATION REFORM AND CONTROL COMPLIANCE

The City understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The City agrees to comply with IRCA in performing under this Agreement and to permit the County to inspect the City's personnel records to verify such compliance.

CC. DRUG-FREE WORKPLACE ACT

The City agrees to comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701, *et seq.* (Public Law 100-690, 102 Stat. 4434). These statutes require that contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or an agreement.

DD. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the City is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned, by signing and submitting this Agreement, represents that he or she has the authority to certify the City to the terms, representations, and warrants of this Certification. The City, defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

2. Have not, within a 3-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or agreement under a public transaction; or for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not, within a 3-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.

The City shall include, without modification, this Certification's language entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all sub-grantees or other Subcontractors; and in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

If the City is not able to provide this Certification, an explanation as to why shall be immediately provided to the Maricopa County Human Services Department, Attention: Contracts Coordinator, 234 N Central Ave, Suite 3201, Phoenix, AZ 85004.

FF. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

By entering into this Agreement, the City represents and warrants compliance with the Immigration and Nationality Act, 8 U.S.C. §§ 1101, *et seq.* ("INA") and all other immigration laws and regulations related to the immigration status of its employees. The City shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The City and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Public Law 99-603), for all employees performing work under this Agreement. I-9 forms are available for download at USCIS.GOV.

The City warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

1. The City and its Subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
2. That a breach of a warranty under subsection 1 above shall be deemed a material breach of this Agreement that subjects the City to penalties up to and including termination of this Agreement; and
3. That the County and the Department retain the legal right to inspect the papers of any City or Subcontractor employee who works on this Agreement to ensure that the City or Subcontractor is complying with the warranty provided under subsection 1 above, and the City agrees to make all papers and employment records of said employee(s) available to the County and the Department during normal working hours in order to facilitate such an inspection.

GG. COMPLIANCE WITH A.R.S. §§ 35-391.06 AND 35-393.06 (SCRUTINIZED BUSINESS OPERATIONS IN SUDAN AND IRAN):

By entering into this Agreement, the City certifies it does not have scrutinized business operations in Sudan or Iran. The City shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the County Procurement Officer upon request. The City's certification shall remain in effect throughout the term of this Agreement.

The County may request verification of compliance from the City or any Subcontractor performing work under the Agreement. If the County suspects or determines that the City or any of its Subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension and/or debarment of the City. All costs necessary to verify compliance are the responsibility of the City.

A. PURPOSE

The City shall perform the work and provide the services as defined in the Work Statement narratives. Whenever the City is unable or expects to be unable to perform any of the work or provide any of the services required by the terms of this Agreement, the City shall notify the Department's Community Services Division (CSD) in writing.

B. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control.

C. CHANGES ORIGINATED BY THE DEPARTMENT

The CSD may, at any time, make changes by written order to the work narrative of this Agreement in any or all of the following areas and methods:

1. Specific program rules, regulations, application procedures
2. Minor work statement revisions
3. Administrative requirements such as reporting criteria

These changes will be communicated in writing to the City through revisions to the *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services* and/or through written memorandums.

Any dispute or disagreement resulting from written change orders shall constitute a dispute within the meaning of the dispute clause of this Agreement's General Provisions and shall be resolved accordingly.

D. CONTRACTOR CHANGES

The City is required to notify the CSD Assistant Director, in writing, within fifteen (15) calendar days of any changes in the following:

- agency authorized signatory
- agency address, phone, fax, email addresses
- person to whom notices under this Agreement should be sent

E. DEPARTMENT DETERMINATIONS

The Department reserves the right to amend the work statement as deemed necessary.

F. COMPUTER SOFTWARE POLICY

The City shall comply with Federal copyright laws applicable to software licenses. In addition, all policies and agreements between the Department and the City related to contract equipment, software, internet accessible database system, and access shall be implemented and monitored.

G. RESPONSIBILITY FOR REPAYMENT OF DIRECT SERVICE FUNDS

Should program monitoring or application quality assurance review result in findings related to direct service funds being paid for ineligible individuals or in amounts above allowable program limits, the City shall repay those funds to the Department upon written notification by the CSD Operations Manager or Assistant Director.

H. DATA COLLECTION AND MANAGEMENT

Eligibility determination and documentation shall be completed for all applicants, clients and household members receiving services through this Agreement, as appropriate. The City is responsible for adhering to the Department's data entry requirements and for the timely, accurate data entry of information.

I. COOPERATION IN TRAINING, PLANNING, NEEDS ASSESSMENT, OUTCOME MEASUREMENT INITIATIVES

The City shall cooperate in needs assessments, training required by the Department and planning and outcome measurement initiatives.

J. REPORTING REQUIREMENTS

Unless otherwise provided in this Agreement, reporting shall adhere to the following schedule: not later than the 10th working day following each month during the term of this Agreement, the City shall submit programmatic reports to the Department in the form set forth in this Agreement. Failure to provide such report within 45 calendar days following the end of a month may result, at the option of the Department, in a forfeiture of the use of financial assistance funds.

Not later than the designated date, to be determined by the Department, following the termination of this Agreement, the City shall submit to the Department final program reports.

The Department reserves the right to add, remove, or revise reporting requirements in its sole discretion.

K. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY

If providing direct services to children or vulnerable adults, the following shall apply:

1. Background checks through the Central Registry shall be conducted for each City employee including subcontractors and volunteers, whether paid or not, who provide direct services to children or vulnerable adults.
2. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.
3. Within twenty (20) days of contract award, the City shall submit the "*Request for Search of Central Registry for Employment*" to the Department for each employee and subcontract employee whether paid or not, who are providing direct services to children or vulnerable adults.
4. By the date of hire, new employees, subcontractors and volunteers, whether paid or not, shall be submitted to the Central Registry by the City. Individuals shall not provide direct services to Department clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to Department clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to Department clients. Proof of submittal to the Central Registry must be submitted to

the Department. Results of the Central Registry background checks must be submitted to the Department within five (5) days of receipt by the City.

5. The City shall maintain the Central Registry Background Check results in a confidential file for six (6) years after termination of the Agreement.

L FINGERPRINTING

The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this Agreement. For reference, these provisions include, but are not limited to, the following:

1. Personnel who are employed by the City or its subcontractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven (7) working days of employment.
2. The City shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The City may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
3. Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the City or its subcontractor, and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
4. Personnel who are employed by the City or its subcontractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they are awaiting trial or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).
5. Personnel who are employed by the City or its subcontractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

A. BACKGROUND

The Maricopa County Human Services Department (Department), through its Community Services Division (CSD), provides services for individuals, children, and families so that their economic, social and physical well-being is enhanced. The CSD, through its network of Community Action Programs (CAP), provides case management, basic needs, emergency assistance, and information & referral services with the overall goal of individuals and families becoming self-sufficient.

The CSD provides emergency assistance, including rent or mortgage, to low income households through its CAP network throughout Maricopa County, excluding the cities of Phoenix, Mesa, and Glendale. CAPs utilize an integrated case management approach and eight (8) different emergency assistance funding sources. CAP caseworkers conduct assessments of need and provide financial counseling.

The City will provide crisis case management services by determining basic and emergent needs, and provide financial assistance services. These financial assistance services funds are retained by the Department and are made available to the City through the HSD Online Client Data System. Applications for financial assistance must be completed via the HSD Online Client Data System. The Department will make payments directly to vendors (i.e. utility companies and/or landlord) upon authorization by the Department.

B. SERVICE DESCRIPTION

Financial and Crisis Case Management Services are provided by Community Action Programs to individuals or families in order to enhance their functionality and/or integration into the community, and through which the needs and eligibility of the individuals applying for or receiving services are determined. For eligible individuals, appropriate services are identified, obtained or provided, and recorded. Information and referral services will be provided as appropriate.

Crisis case management services will respond to unique situations when there is an inability to provide for basic needs, and to stabilize the immediate and emergent needs of the client. Financial services may include, but are not limited to: emergency rent and mortgage assistance, first month's rent and rental deposit assistance and utility assistance.

C. UNIT OF SERVICE

One unit of service equals one service provided, such as one referral, one food box, or one utility assistance payment.

D. STANDARDS/LICENSURE/PROGRAM INFORMATION

The City shall comply with all federal, state and county regulations related to specific funding sources used. Additionally, all Subcontractors shall comply with the *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services* and are responsible for keeping the handbook updated as program regulations and guidelines change.

Specifically, federal, state and county regulations will be the responsibility of the City to follow and may include, and is not limited to:

1. Federal Low Income Home Energy Assistance Program regulation, as well as the State of Arizona Low Income Home Energy Assistance State Plan. Title XXVI- Low Income Home Energy Assistance Program Omnibus Budget Reconciliation Act of 1981.
2. Federal Community Services Block Grant regulations, as well as the State of Arizona Community Services Block Grant State Plan.
3. Utility, Repair, Replacement and Deposit Assistance Guidelines.
4. State Short Term Crisis Services Program Regulations.
5. Federal TANF Regulations, as related to the provision of Emergency Assistance.
6. State and Federal Client Confidentiality Laws and Regulations.
7. Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Non-Financial and Utility & Emergency Assistance Services.

Crisis case management is the process by which eligibility for financial assistance is determined and received. Available resources for basic and emergent needs are categorized as follows:

1. Financial Assistance (i.e. rent, utility, mortgage assistance)
2. Information and Referral
3. Utility and Telephone Discount Programs (enrollment)
4. Goods and materials provided (i.e. food boxes, clothing)
5. Home Repair/Weatherization (i.e. application intake or referral to home repair programs i.e. weatherization)
6. Non-Financial Assistance (face-to-face provision of services, i.e. case management, energy conservation education, assistance with forms completion such as for AHCCCS)

Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services provides detailed information on services that can be provided, client eligibility regulations and guidelines, application and documentation procedures and service dollar limits for Maricopa County funded financial assistance.

Financial assistance services funds are retained by the Department and are made available to the City through the HSD Online Client Data System. Applications for financial assistance must be completed via the HSD Online Client Data System. The Department will make payments directly to vendors (i.e. utility companies and/or landlord) upon authorization by the Department.

E. SERVICE REQUIREMENTS

THE CITY SHALL provide services that are appropriate to the language, culture and geographic location of the target population.

THE CITY SHALL provide on-site financial assistance services at multiple locations within the city limits of the City of Scottsdale.

THE CITY SHALL provide personnel, supervision, staff training, equipment, materials and supplies necessary to perform the following tasks to provide financial and crisis case management services.

THE CITY SHALL utilize the HSD Online Client Data System to document and record all services provided that are supported by MCHSD funds. Data entry must be complete by the 5th business day of the following month.

THE CITY SHALL ensure that applications for Department-funded assistance are reviewed for quality prior to sending hard copy to the Department for payment authorization.

THE CITY SHALL ensure that completed applications for financial assistance are received by the Department within five days of application intake.

F. SERVICE GOALS

1. To assist energy-burdened, low-income households in meeting their residential utility needs.
2. To assist households in improving housing conditions and lowering utility costs through home weatherization or repair or replacement of utility related appliances.
3. To reduce homelessness and help families move from unaffordable or unsafe housing by assisting with first month's rent, rental security deposits and/or utility deposits.
4. To prevent homelessness by assisting families with eviction prevention rent assistance, mortgage foreclosure assistance and/or utility assistance.
5. To assist low-income families in accessing or maintaining telephone service through enrollment in the Telephone Assistance Program (TAP) or the Lifeline Telephone Discount Program.
6. To ensure that individuals know about and can access other community resources and programs through provision of community information and referral.
7. To reduce immediate hunger by providing food boxes or referrals to sources of immediate food.
8. To assist low-income, energy-burdened households maintain self-sufficiency through enrollment in various utility discount programs.
9. To support households in maintaining or achieving self-sufficiency through crisis case management to meet the household's immediate and basic needs.

G. MATERIALS/SERVICES PROVIDED BY MCHSD

1. *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services.*
2. Training and technical assistance on:
 - Department-funded direct financial assistance service programs.
 - Use of the HSD Online Client Data System.
 - Required Reports and Forms.
 - Program monitoring.

- HSD Online Client Data System.
- Department Financial Assistance Vouchers.
- Other forms as required.

H. REPORTING REQUIREMENTS

1. The City's quarterly Results Oriented Management and Accountability (ROMA) report is due by the 10th business day from the end of each quarter of the fiscal year.
2. Other reports as required by the Department.
3. Submit to: Maricopa County Human Services Department, Community Services Division, 234 N. Central Avenue, Suite 3000, Phoenix, AZ 85004.

The Department reserves the right to add, remove, or revise reporting requirements in its sole discretion.

FACILITY LOCATION CHART – ATTACHMENT A

Contract Services shall be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated.

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	SUB	DAYS & HOURS OF OPERATION	GEOGRAPHIC DESCRIPTION OF THE COMMUNITY SERVICE AREA
Vista del Camino Community Center 7700 E. Roosevelt St. Scottsdale, AZ 85257 480-312-2323 480-312-7715 (fax)	Financial and Crisis Case Management Services Community Action Program	N/A	Monday – Friday 8:00 a.m. to 5:00 p.m.	City of Scottsdale Residents/Homeless
Paiute Neighborhood Center 6535 E. Osborn Road Scottsdale, AZ 85257 480-312-2529 480-312-0010 (1 day a week by Vista del Camino staff.)			Monday 8:00 a.m. to 5:00 p.m.	Generally, McKellips Road, north to areas north of East Stagecoach Pass, West to 56 th St (varying borders, including 60 th , 64 th , 66 th and 71 st St) and east to generally 136 th St. Zip codes including 85250, 85251, 85252, 85253, 85254 (partial), 85255, 85257, 85258, 85259, and 85260.

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holiday):

- | | | | | |
|--|---|--|---|--|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> Washington's birthday | <input checked="" type="checkbox"/> Memorial Day | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Veteran's Day |
| <input checked="" type="checkbox"/> Martin Luther King Jr's Birthday | <input checked="" type="checkbox"/> President's Day | <input checked="" type="checkbox"/> Independence Day | <input type="checkbox"/> Yom Kippur | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Lincoln's birthday | <input type="checkbox"/> Good Friday | <input checked="" type="checkbox"/> Labor Day | <input type="checkbox"/> Columbus Day | <input checked="" type="checkbox"/> Christmas Day |
| OTHER HOLIDAYS: | | | | |
| <input checked="" type="checkbox"/> Day After Thanksgiving | <input type="checkbox"/> Floating Holiday – | <input type="checkbox"/> Day Before Christmas | <input type="checkbox"/> _____
(specify) | <input type="checkbox"/> _____
(specify) |